

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUIT NO. 3686 OF 1998.

The Mahanagar Telephone Nigam Ltd.,
a Government company, incorporated
under the Companies Act, 1956, and
having its Registered office at
Jeevan Bharti Town No.1, 134,
Cannaught Circus, New Delhi and
having its Bombay Head Office at
Telephone House, Prabhadevi, Bombay
400 025, and Accounts Office TR S-V
among other places at Telephone
Bhavan, Colaba, Bombay 400 005. ... Plaintiff.

Versus.

Smt.Uma Pali Khambatta,
flat No.21, 2nd floor, Old Plot
7-7-6, Chandanwadi, Kalbadevi
Road, Mumbai 400 002. ... Defendant.

Ms.Jyoti R.Thakkar for the Plaintiff.

None for the Defendant.

CORAM : ABHAY S.OKA, J.

DATED : 3rd August, 2007.

ORAL JUDGMENT.:

1. The suit is listed under the caption "Undefended Suits for exparte decree". The learned Counsel for the Plaintiff has tendered on record an affidavit of Shri Chandrakant Sakharam Mahajan, the Chief Accounts Officer of the Plaintiff. The affidavit is marked "X" for identification and is taken on record. The Plaintiff has produced 5 telephone bills along with a list. The said bills along with list are taken on record and marked "Y" (Collectively) for identification.

2. According to the case of the Plaintiff, the Defendant is a subscriber of the Plaintiff of a

telephone connection. The Defendant did not pay the amount covered under the bills dated 1st February 1997, 1st April 1997, 1st June 1997, 1st August 1997, and 1st October 1997. Therefore, the telephone connection of the Defendant was disconnected. After giving notice of demand through the Advocate, the Plaintiff has filed the suit for recovery of the bill amounts with interest at the rate of 18% per annum.

3. The claim of the Plaintiff in the suit has been duly proved by the affidavit of Shri Chandrakant Mahajan. Therefore, the Plaintiffs are entitled to a decree. As there is no agreement between the parties as regards payment of interest on the unpaid bills, the interest will have to be awarded at the rate of 6% per annum.

4. Hence the suit is decreed in terms of prayer clauses (a) and (b) with a modification that the rate of interest will be 6% per annum till payment or realisation.

6. The Plaintiff will be entitled to the refund of Court fee, if any, in accordance with the rules.

7. Certified copy is expedited.

Judge.